

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
EAST WINDSOR WATER POLLUTION CONTROL AUTHORITY
AND
UE LOCAL 222 / CONNECTICUT INDEPENDENT LABOR UNION LOCAL #23

July 1, 2018 - June 30, 2023

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PREAMBLE

This Agreement is entered into by and between the East Windsor Water Pollution Control Authority, a municipal corporation located in the Town of East Windsor (hereinafter referred to as the "Authority") and UE Local 222 / Connecticut Independent Labor Union, Local #23 (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

Section 1.1

The Authority agrees to and hereby does recognize the Union as the sole and exclusive representative of employees for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all full and part-time employees of the Authority except the department head, the supervisor and all others as excluded by the Municipal Employee Relations Act (hereinafter referred to as the "Act") as certified by the Connecticut State Board of Labor Relations, in Case No. ME-16,068.

ARTICLE II

UNION SECURITY

Section 2.1

- A. All employees shall, as a condition of employment, commencing on the ninetieth (90th) calendar day following the ratification of this Agreement, or for subsequently hired employees following the beginning of such employment, either acquire and maintain membership in the Union or pay an agency service fee as may be fixed by the Union and allowable by law.
- B. The Authority shall deduct from the wages of all of its employees who in writing authorize such deduction from their wages such membership dues or agency fee as may be fixed by the Union and allowable by law. Such deductions shall continue for the duration of this Agreement or any extension thereof.
- C. The deduction for each month shall be made from the second pay period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, not later than the end of that month.

Section 2.2

The Union shall indemnify and save the Authority harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees, that may arise of or by reason of action taken or not taken by the Authority in reliance upon or for the purpose of complying with any of the provisions of this Article.

ARTICLE III

HOURS OF WORK

Section 3.1

The normally scheduled hours of work for full-time plant operators shall be eight and one-half (8.5) hours per day, Monday through Thursday, and six (6) hours on Friday, for forty (40) hours per week.

The normally scheduled hours of work for the full-time Office Manager shall be eight (8) hours per day, Monday through Thursday, and four (4) hours on Friday, for thirty-six (36) hours per week.

The Chief Operator will normally be scheduled to work forty hours per week, which includes a paid lunch.

There will be a thirty (30) minute unpaid lunch break period each work day for all fulltime employees except for the Office Manager and Chief Operator.

Section 3.2

The plant work week shall consist of three (3) hours of work on Saturday, Sunday and observed holidays. The opportunity to work such days shall be rotated among plant operators. This item may be reopened annually at the request of the Authority.

Section 3.3

For all hours of labor, which shall exceed forty (40) hours per week, the Authority agrees to pay employees at the rate of one and one-half times the individual's regular rate. Time and one-half shall be paid to employees for any time worked on Saturday. Double time shall be paid for all work performed on Sunday and on observed holidays as provided in Section 4.1.

The Chief Operator will be granted "comp time", in lieu of overtime pay, for certain "events" (WPCA Meetings, emergency situations, etc).

Except for paid holidays off, any time for which the employee is given credit but does not work (i.e. sick leave, vacation, etc.) shall not be considered as hours of labor for the purpose of calculating overtime.

There shall be no pyramiding of overtime premium pay with other pay premiums (i.e. holiday premium, etc.).

Section 3.4

The opportunity to work voluntary plant or general collections system overtime work shall be distributed equally among plant employees in the bargaining unit. If an employee declines or is not available for assignment, the work hours that he would have worked had he accepted or been available will be recorded on an overtime chart as if he had worked such hours and the Authority shall not pay for such recorded hours. The opportunity to work voluntary plant overtime shall be distributed equally within twenty (20) hours during a fiscal year.

Section 3.5

Employees called back to work after the completion of a work day or prior to the beginning of a work day or on a Saturday, Sunday or holiday shall be paid for a minimum of three (3) hours at the appropriate rate each time they are called from the time of reporting to work unless the call-in time is contiguous to the employee's regularly scheduled work day in which case employees will be paid for all time worked. If employees are called in repeatedly within any three (3) hour period they shall be paid for only three (3) hours at the appropriate rate.

Section 3.6

Plant employees shall participate in an on-call standby rotation each week with one employee alternating at the end of the regular workday each Monday. In addition to compensation at the appropriate rate for all hours worked and minimum call-in guarantee, employees shall receive "daily on call pay" per day for each day subject to call. This payment shall not constitute compensation for hours worked and so shall not be included in calculating an employee's regular rate of pay. The Authority shall provide the employee who is subject to call use of a vehicle for his week on-call. This vehicle may be used only for work-related purposes.

***** See Appendix F, CPI Based Wage Stabilization Adjustment for On-Call Pay*

Section 3.7

Employees may request to take "comp time" at the appropriate rate instead of being paid for overtime. The maximum amount of comp time accumulated in one budget year will be 24 hours. All comp time must be used in the year in which it is earned.

The maximum amount of accumulated comp time may be increased at the discretion of the Plant Superintendent.

ARTICLE IV

HOLIDAYS

Section 4.1

For full-time employees, the following holidays shall be observed as days off with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
One Floating Holiday (to be used within the fiscal year)	

Section 4.2

Holidays falling on a Saturday or Sunday shall be observed on either the preceding Friday or the following Monday, as determined by the Authority.

Section 4.3

In order to be eligible for holiday pay, an employee must work or be on approved paid leave on the workdays immediately preceding and following the day on which the holiday is observed. If a holiday occurs while an employee is on vacation the employee shall be granted an additional day off at a time convenient for the employee and the Authority.

ARTICLE V

VACATIONS

Section 5.1

A vacation with pay will be granted to all full-time employees annually on the following basis:

- A. An employee who has completed one (1) year of service shall earn a vacation of ten (10) days.
- B. An employee who has completed five (5) years of service shall earn a vacation of fifteen (15) days.
- C. An employee who has completed ten (10) years of service shall earn a vacation of twenty (20) days.
- D. An employee who has completed twenty (20) through twenty-five (25) years of service shall earn one (1) extra day of vacation per year, to a maximum of twenty-five (25) days.

The employee's anniversary date of hire will be used to determine the amount of vacation time due.

Section 5.2

The vacation period will be set by mutual agreement between the employee and the Plant Superintendent, except that in the event of a conflict, seniority shall govern preference provided that no employee, regardless of seniority will be given priority for vacation selection unless that employee provides at least sixty (60) days advance notice of his/her vacation request to the Authority.

Up to a maximum of five (5) individual floating vacation days can be used during a fiscal year with advance approval. The Plant Superintendent may, in his sole discretion, allow employees to take additional individual floating vacation days. Except with the prior approval of the Plant Superintendent, no more than one (1) bargaining unit member may be on vacation at any time.

The Authority or its designee must approve all vacation time in advance.

Section 5.3

In the event an employee is unable to take all his earned or accrued vacation time prior to his next anniversary date he shall be paid for such time except that each eligible employee must take at least two (2) weeks of vacation time off with pay within each year. After having taken a minimum of two (2) weeks of vacation in a given year, an employee may request to carry over a maximum of one (1) week of earned vacation into a new vacation year, however the employee must obtain the prior approval of the Plant Superintendent in order to do so.

No employee will be permitted to take more than two (2) consecutive weeks of vacation time.

Section 5.4

- A. Pro-rated earned vacation pay shall be granted to an employee who voluntarily terminates or retires, provided two (2) weeks notice of such termination or retirement has been given by the employee in writing to the Authority. Employees who are discharged for just cause or who do not satisfy the two (2) week notice requirement before voluntarily terminating their employment or retiring will not be entitled to any pro-rated vacation pay.
- B. Pro-rated earned vacation pay will be granted to laid off employees.
- C. In the event of the death of an employee, his spouse, or if his spouse has predeceased him, his children shall receive his pro-rated earned vacation pay in equal shares. If an employee dies with no living spouse or children, then this amount will be paid to the employee's estate.

ARTICLE VI

INSURANCE

Section 6.1

- A. In each year of this contract, the Authority shall offer eligible employees (defined as persons regularly working thirty-five (35) or more hours per week) and their dependents two (2) options of health insurance, which are:
1. *Cigna Open Access Plan (OAP), which is a traditional PPO Plan, as more particularly set forth in Appendix "C" attached hereto; and*
 2. *Cigna High Deductible Health Plan (HDHP), which is used in conjunction with a Health Savings Account (HSA), as more particularly set forth in Appendix "D" attached hereto.*
- B. The Authority will provide and pay for the cost of one of the above health and life insurance programs for eligible full-time employees as follows:
1. 2018 – 2019 Budget Year: 97% Authority / 3% Employee
 2. 2019 – 2020 Budget Year: 96% Authority / 4% Employee
 3. 2020 – 2021 Budget Year: 95% Authority / 5% Employee
 4. 2021 – 2022 Budget Year: 95% Authority / 5% Employee *(re-opener if necessary)*
 5. 2022 – 2023 Budget Year: 95% Authority / 5% Employee *(re-opener if necessary)*
- **** Health Insurance will be open to discussion in years 4 and 5.*
- C. The Authority will provide the following additional health insurance for eligible employees;
1. Delta Dental Plan with Dental Riders A, B, and C. The Authority shall pay one hundred (100%) percent of the total premium cost of the coverage.
 2. The Authority shall also allow the employee to choose dependent coverage including Riders A, B, and C with the employee being responsible for fifty (50%) percent of the cost of such additional premiums.
 3. Town of East Windsor Group Insurance Program (or its equivalent).
 - a) Weekly Indemnity Insurance at One Hundred (\$100.00) Dollars per week.
 - b) Group Life Insurance in the amount of Seventy-Five Thousand (\$75,000) Dollars after one (1) year continuous service from the date of most recent hire.

Section 6.2

The Authority shall have the right to adopt health care cost containment measures and cost management techniques, including but not limited to:

- a. requirement for preadmission certification;
- b. mandatory second surgical opinions;
- c. limitations on diagnostic and in-hospital testing;
- d. restrictions on day of admission;
- e. peer review.

The implementation of cost containment measures shall not result in any reduction of health benefits provided that the employee follows the rules and procedures of the health care cost containment program.

Section 6.3

The Authority may change insurance carriers or self-insure for any of the above listed plans provided that coverage is substantially equal to the current coverage. The Authority shall provide notice to the Union prior to implementing any change.

Section 6.4

After exhausting all paid leave benefits, including weekly indemnity insurance coverage, if eligible, employees may elect to continue their health insurance coverage as contained in Section 6.1 at their own cost for a period of time as required by the law.

Section 6.5

If agreeable to both The Authority and The Union, a "Re-Opener" clause will be invoked regarding any changes to Article VI, Insurance.

Section 6.6

The Union will have a "Three-Tiered Prescription Plan" choice available.

ARTICLE VII

PENSION PLAN

Section 7.1

The Authority agrees to pay for and continue present coverage under the Town of East Windsor Pension Plan for all eligible employees during the term of the Agreement. An employee shall be one hundred (100%) percent vested by five (5) years after the employee's Entry Date. Average compensation for purposes of determining the pension benefit shall be the highest three (3) consecutive calendar years of employment. Employees shall receive a Pension Statement of Benefits annually, no later than March 1st.

1. Specifics regarding the Provisions to the Pension Plan for an eligible employee of the Town of East Windsor employed by the Water Pollution Control Authority (WPCA) can be found as more particularly set forth in Appendix "B" attached hereto.

ARTICLE VIII

SENIORITY

Section 8.1

The Authority shall prepare a list of employees showing their seniority as measured by the employees' length of continuous service with the Authority from last date of hire and deliver same to the Union in July of each year. Unless the Union files a grievance concerning the list within ten (10) days of receipt of same, the list will be presumed to be correct for all purposes of this Agreement. Upon successful completion of their probationary period, new employees shall be added to this list.

Section 8.2

New employees shall serve a probationary period of one hundred eighty (180) calendar days. Employee shall have no seniority rights during this period, and will not be included in the list furnished to the Union under Section 8.1. All employees who have successfully completed their probationary period shall acquire length of service records as of the date of their employment. During their probationary period, new employees may be dismissed or disciplined by the Authority at will and such dismissal or discipline will not be subject to the grievance arbitration provisions of this Agreement.

Section 8.3

In the event of lay-off the employee with the least amount of seniority within the classification chosen for layoff by the Authority will be laid off first. Layoff shall take effect in the following order:

- A. Probationary employees.
- B. Part-time employees (employees working at least twenty (20) hours but less than forty (40) hours per week).
- C. Full-time employees.

An employee selected for layoff may bump the least senior employee in the same classification and, if applicable, any less senior employee who also is the least senior employee in lower classifications provided that the employee is qualified to perform the work required in the lower classification, as determined by the Plant Superintendent and further provided that an employee who bumps into a lower classification shall be paid at the lower classification's rate of pay.

Section 8.4

Laid off employees who have recall rights shall be rehired in the order of seniority and no new employee shall be hired into a classification where employees have been laid off until all employees who are laid off and who have recall rights have been given an opportunity to return to work in such classification. Employees on layoff shall retain recall rights for a period of one (1) year from the date of layoff.

Section 8.5

An employee shall lose seniority for:

- A. Having quit voluntarily;
- B. Discharge;
- C. An absence, except in the case of layoff, of five (5) consecutive days without notifying the Authority, unless the Authority is satisfied that an adequate reason for the failure to so return was given.
- D. Failure to return to work following a period of approved leave of absence;
- E. Retirement;
- F. Following layoff, failure to return to work within ten (10) days after the Authority sends notice of recall by certified mail to the last known address (If the employee is working elsewhere at the time, the Authority will grant a five (5) day extension, if requested by the employee, to allow notice to the other employer);
- G. Failure to report for work within ninety (90) calendar days after termination of government military service;
- H. Layoff for more than one (1) year.

Section 8.6

- A. Bargaining unit job vacancies shall be posted for five (5) days within the plant.
- B. The selection among applicants to fill a vacancy will be based on ability and where equal among candidates, seniority will prevail. If the selection process finds no interested bargaining unit members who are qualified to fill the position as determined by the Authority, the Authority may consider outside candidates.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 9.1

- A. "Days" means working days.
- B. "Grievance" means a claim that there has been a misinterpretation, misapplication or breach of a specific provision(s) of this Agreement.

Section 9.2

Adjustment of all grievances shall be sought as follows, except that grievances over a suspension or discharge may, at the discretion of the Union, be started at Step 2 of this Section provided that the Union submits a written grievance to the Authority within ten (10) days of the issuance of the suspension or discharge.

Step 1

The Union shall submit the grievance in writing to the Plant Superintendent within five (5) days after the event or occurrence giving rise to the grievance. The Plant Superintendent will meet with the grievant to attempt to resolve the matter.

Step 2

If such grievance is not resolved to the satisfaction of the Union within five (5) days after submission in writing to the Plant Superintendent, then within ten (10) days after submission of the written grievance to the Plant Superintendent, the Union shall submit such grievance in writing to the Authority, setting forth the nature of the grievance and the provision(s) of the Agreement it believes is at issue. Within ten (10) days after the Authority receives such written grievance, its designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Authority's designated representative shall give the Union the Authority's response to the grievance in writing within ten (10) days after the meeting.

Step 3

If the Union is not satisfied with the decision of the Authority or if no decision is rendered within the time limit specified in Step 2, the Union may within ten (10) days after receipt of the Authority's decision or after expiration of such time limit submit the grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and Arbitration, except as provided below.

Submission of a grievance to arbitration shall be accomplished by giving written notice to the Authority of the Union's intention to arbitrate, which notice shall contain a statement setting forth the nature of the dispute and the remedy sought. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend, or delete any of the terms or provisions of the Agreement. The decision of the arbitrator shall be final and binding on the parties. The parties shall share equally the cost of the arbitration, except as provided below.

Either party has the right to require resolution of any grievances not resolved at Step 2 to take place before the American Arbitration Association. However, the party which elects to have the grievance heard by the American Arbitration Association shall pay the full cost of the arbitration.

Section 9.3

The time limits provided for in this Article may be extended but only by mutual consent of the parties.

Section 9.4

Failure of the employees, the Union or the Authority to insist upon compliance with any provision of this Agreement at any given time or times, under any given set or sets of circumstances, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable, as to any other time or time or as to any other occurrences, whether the circumstances are or are not the same.

Section 9.5

All time spent during normal working hours by a bargaining unit representative and the grievant dealing with grievance matters will be paid for by the Authority. Employee representatives shall suffer no loss of pay for time spent during normal working hours in negotiations.

ARTICLE X

WAGES AND LONGEVITY

Section 10.1

Job classifications of employees and their respective starting rates of pay are as follows:

Operator I	\$18.00 - \$26.50
Operator II	\$25.00 - \$35.00
Mechanic	\$27.50 - \$35.00
Office Manager	\$25.00 - \$32.50
Operator III	\$28.50 - \$37.00
Laboratory Tech	\$32.00 - \$39.00
Chief Operator	\$40.00 - \$49.50

New employees will be hired at a rate of pay which is \$2.00 less than the starting pay rate in the classification and will continue to be paid at that rate until the employee successfully completes his probationary period. After successfully completing his probationary period an employee will be paid at the starting rate. In the event that an employee is promoted to a higher classification he shall be paid at the rate which is the starting rate for the higher classification.

Under no circumstances would it be intended for an employee to go down in pay due to a promotion.

**** See Appendix F, CPI based wage stabilization adjustment for Starting Pay.

Section 10.2

All Employees shall receive a wage stabilization adjustment according to the following schedule:

Effective 07/01/2018, the general wage rate shall be increased by: CPI + 1% (3.1%)

Effective 07/01/2019, the general wage rate shall be increased by: CPI + 1%

Effective 07/01/2020, the general wage rate shall be increased by: CPI + 1%

Effective 07/01/2021, the general wage rate shall be increased by: CPI + 1%

Effective 07/01/2022, the general wage rate shall be increased by: CPI + 1%

**** See Appendix F, CPI Based wage stabilization adjustment for General Wage rate.

The fiscal year wage rates for all employees are set forth beginning in Appendices A attached.

ARTICLE XI

NO DISCRIMINATION

Section 11.1

The Authority and the Union agree that, except in the case of a bona fide occupational qualification or need, they will not unlawfully discriminate against any individual for any reason, including age, sex, religious creed, race, color, ancestry, national origin, marital status, disability or protected Union activity.

The use of masculine or feminine pronouns in this Agreement is intended to refer to employees of either gender.

ARTICLE XII

SAVINGS CLAUSE

Section 12.1

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, it shall be severed from the Agreement, and the validity of the remaining portion of this Agreement shall not be affected thereby. It is the intention of the parties in adopting this Agreement that no portion hereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision. The parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XIII

NO STRIKE OR LOCKOUT

Section 13.1

During the life of this Agreement, the Union agrees that it will not call, instigate or condone, and that it will promptly take reasonable action to end, any strike, slowdown, suspension or stoppage of work in any part of the Authority's operation or any other action against the Authority by the employees or an employee, nor shall there be any lockout by the Authority in any part of the Authority's operation.

ARTICLE XIV

LEAVE PROVISIONS

Section 14.1

Each full-time employee shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month of service. Sick leave that is not used shall be accumulated to the employee's credit up to a maximum of two hundred eight (208) days accumulation. Each employee shall be notified of his accumulated sick leave, through posting at the beginning of each fiscal year. Accumulated days in excess of the maximum shall be paid to the employee annually, on his starting anniversary date, at the rate of 50%.

****Sidenote #1; 2018 (to Section 14.1) --** Accumulated days in excess of the maximum shall be paid to all Hourly Employees annually, on their starting anniversary date, at the rate of 50%. Accumulated days in excess of the maximum shall be paid to all Employees hired prior to 1990 annually, on their starting anniversary date, at the rate of 100%.

Section 14.2

Sick leave may be used in the following cases:

- A. Personal illness or incapacity. However, if for any reason it is found by the Authority that sick leave was not warranted, the employee shall not be compensated and will lose that day of sick leave.
- B. Enforced quarantine of the employee in accordance with community health regulations, as mandated by Town Health Office.
- C. Up to five (5) days per year to attend to an illness or physical incapacity of any member of the employee's "immediate family" as defined in Section 14.5.

Section 14.3

A doctor's certificate shall be required of the employee after four (4) consecutive days of absence or in the event of frequent or habitual absence as determined by the Plant Superintendent.

Section 14.4

- A. An employee who has worked for the Authority continuously for greater than or equal to ten (10) years, upon termination of employment shall receive, on the basis of his current wages, compensation for fifty percent (50%) of his unused accumulated sick leave as severance pay up to the maximum of one hundred four (104) days of pay provided that the employee provides the Authority with one month's advance notice of his termination and further provided that the employee's termination of his employment is voluntary.

An employee with fewer than ten (10) years of full and continuous service to the Authority shall receive compensation for twenty-five (25%) of his unused accumulated sick leave up to a maximum of thirty-eight (38) days under the same conditions and subject to the same requirements as set forth above for employees who terminate their employment with greater than or equal to ten (10) years of continuous service.

****Sidenote #2; 2018 (to Section 14.4 A) –** An Hourly employee who has worked for the Authority continuously for greater than or equal to ten (10) years, upon termination of employment shall receive, on the basis of his current wages, compensation for fifty percent (50%) of his unused accumulated sick leave as severance pay up to the maximum of one hundred four (104) days of pay provided that the employee provides the Authority with one month's advance notice of his termination and further provided that the employee's termination of his employment is voluntary. An Employee who has worked for the Authority continuously since 1990, upon termination of employment shall receive, on the basis of his current wages, compensation for one hundred percent (100%) of his unused accumulated sick leave as severance pay up to the maximum of two hundred eight (208) days of pay provided that the employee provides the Authority with one month's advance notice of his termination and further provided that the employee's termination of his employment is voluntary.

- B. In the event of the death of an employee, his unused accumulated sick pay, up to the maximum of two hundred eight (208) days, shall be paid to the employee's estate.

Section 14.5

Three (3) days leave with pay shall be granted for each incident of death in the immediate family of an employee, or the immediate family of his/her spouse. "Immediate family" is defined as parents, grandparents, spouse, brother, sister, child or grandchild, in-laws, and stepparents of the employee. The Authority may require reasonable proof of death.

Additional time off may be allowed by the superintendent on request.

Section 14.6

The Authority shall allow employee leave for the purpose of military service, without pay, as required by law.

Section 14.7

The Authority will pay its employees for time spent attending training, conferences and seminars and will reimburse employees for reasonable costs incurred in getting to and from such event but only when the employee's attendance at such event is required and approved in advance and in writing by the Authority or its designee.

Section 14.8

A full-time employee who serves as a juror shall be paid regular wages for the first fifteen (15) working days of his juror service. The employee shall submit to the Authority any and all compensation he receives for jury service during this period. The employee will receive the necessary time off for jury service beyond the first fifteen (15) working days without pay. An employee who is called to jury duty must provide a copy of such court notification to the Plant Superintendent as soon as possible.

Section 14.9

Three (3) personal leave days per year with pay shall be granted for all full-time employees who have completed their probationary period. Personal leave may not be accumulated from one year to another. Requests to use personal days must be made to the Plant Superintendent in writing at least forty-eight (48) hours in advance. In emergency situations, the Plant Superintendent may waive this advance notice requirement.

Section 14.10

Family Medical Leave Act (FMLA) shall not run concurrently with any paid or unpaid leave or time off.

ARTICLE XV

SAFETY AND HEALTH

Section 15.1

- A. The Authority agrees to provide the use of rubber gloves, rubber footwear, and foul weather clothing to all operations employees. Replacement of such items shall be made at the discretion of the Plant Superintendent.
- B. The Authority shall provide each plant employee with a four hundred dollar (\$400) annual clothing and safety shoe allowance each July 1st.

Section 15.2

The Authority and the Union shall form a joint safety committee. The committee, which shall be comprised of one (1) representative designated by the Union, the Plant Superintendent, and one (1) representative designated by the Authority, shall meet at reasonable times upon the request of either party, but not more than once a month to review and recommend safety and health measures.

The committee may make suggestions to the Authority regarding occupational safety and health issues, but the Authority shall have complete discretion concerning whether or not to implement such recommendations.

Section 15.3

Whenever required by the Authority, the Authority shall provide, at no cost to employees, annual physicals and medical injections.

Section 15.4

- A. In all cases of confined area entry an employee shall avail himself of necessary safety equipment (i.e., safety harness, hard hat, coveralls, face shield or goggles, etc.). Failure to provide or use such equipment would constitute gross violation of safety procedures and norms.
- B. If, in the course of normal duties or confined space entry an employee is injured, an accident report shall be filed with the Plant Superintendent and signed by the employee.

Section 15.5

All plant employees shall be granted a fifteen (15) minute wash-up period at the end of their shift.

ARTICLE XVI

DISCIPLINARY PROCEDURE

Section 16.1

No employee who has completed his probationary period shall be suspended, demoted or dismissed except for just cause. Such action must be stated in writing with reason given and a copy given to the employee and the Union President upon suspension or dismissal. Probationary employees may be disciplined or terminated at will and without recourse to the grievance procedure.

Section 16.2

The following types of disciplinary action taken under Section 16.1 of this Article shall not be considered by the Authority for the purpose of the Authority's rendering future discipline against employees in accordance with the following schedule:

- Verbal warnings will not be considered after 9 months following the date of issuance provided that the employee has not been disciplined for similar reasons within such period.
- Written warnings will not be considered after 18 months following the date of issuance provided that the employee has not been disciplined for similar reasons within such period.

ARTICLE XVII

MISCELLANEOUS

Section 17.1

When matters such as safety committee meetings, and labor board hearings are held during regular work hours, employee(s) required by the Authority to attend such meetings shall suffer no loss of pay.

Section 17.2

In the event that an employee is required to use his personal car on official Authority business, he will be reimbursed at the current IRS rate per mile provided that the employee has received prior approval for such reimbursable travel from the Plant Superintendent.

Section 17.3

Access to personnel records will be made by the Chairperson of the Authority or his designee.

Section 17.4

The Authority shall update all job descriptions.

ARTICLE XVIII

MANAGEMENT RIGHTS

Section 18.1

Except where it is specifically abridged by any provisions of this Agreement, the Authority has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Authority and direction of its working forces, including, but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Authority.
- b. To establish or continue policies, practices and procedures for the conduct of Authority business and, from time to time, to change or abolish such policies, practices, or procedures.
- c. To discontinue Authority processes or operations.
- d. To select and to determine the number and types of employees required to perform the Authority's operations.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or lack of funds, provided that before instituting any furlough the Authority shall provide one (1) month's notice to the Union of its intention to furlough and, upon request, will meet with the Union to try to find other alternatives to achieve the Authority's objectives in lieu of furlough.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Authority, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To insure related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees except where such duties are shared with non-bargaining unit members.
- h. To periodically assign Authority work to non-bargaining unit members in accordance with current practices.
- i. To recreate job specifications and revise existing job specifications as deemed necessary.
- j. To implement a "Step-Program" to encourage employees to further their responsibilities, gain additional knowledge, and add value to the department while also incrementally increasing their hourly wage. This Program will be reviewed at the end of each year for sustainability.

ARTICLE XIX

DURATION

Section 19.1

This Agreement shall remain in full force and effect up to and including June 30, 2023

Section 19.2

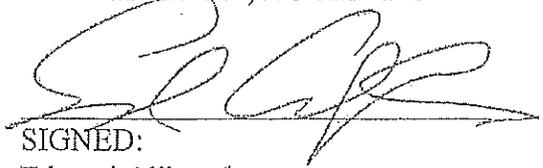
All matters subject to collective bargaining between the parties have been covered in this Agreement.

Between the first day of January and the first day of February in 2023, either party may notify the other that it wishes to amend or modify the contract to become effective July 1, 2023. Within thirty (30) days of such notification, the party receiving the notification shall meet with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed this 30th day of May, 2018.

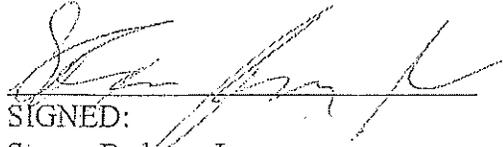
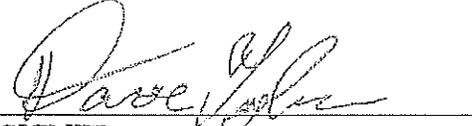
EAST WINDSOR WATER POLLUTION CONTROL AUTHORITY

UE LOCAL 222 / CONNECTICUT INDEPENDENT LABOR UNION, LOCAL #23



SIGNED:
Paul Anderson
East Windsor WPCA Chairman

SIGNED:
Edward Alibozek
UE Local 222 / CILU #23



SIGNED:
Dave Tyler
East Windsor WPCA Vice Chairman

SIGNED:
Steven Bednarz Jr
UE Local 222 / CILU #23

APPENDIX A

2018 - 2019 Wage Rates Starting July 1, 2018

Chief Operator	Hourly	\$45.61
Laborator Tech / Process Control Operator	Hourly	\$35.12
Operator II	Hourly	\$31.01
Operator II	Hourly	\$30.13
Mechanic	Hourly	\$30.14
Office Manager	Hourly	\$28.52
Operator I	Hourly	\$22.48
Operator I	Hourly	\$21.28

The above wages will have to be re-calculated as they were completed prior to our discussion of the first installment of steps being active on July 1st, 2018. Below includes the July “step increase”.

Chief Operator	Hourly	\$45.91
Laborator Tech / Process Control Operator	Hourly	\$35.42
Operator II	Hourly	\$31.31
Operator II	Hourly	\$30.43
Mechanic	Hourly	\$30.44
Office Manager	Hourly	\$28.82
Operator I	Hourly	\$22.78
Operator I	Hourly	\$21.58

The effective 07/01/2018 wage rates are reflective of an increase of 3.1% (CPI + 1%)

2019 - 2020 Wage Rates Starting July 1, 2019

Effective 07/01/2019, the general wage rate shall be increased by: CPI + 1%

2020 - 2021 Wage Rates Starting July 1, 2020

Effective 07/01/2020, the general wage rate shall be increased by: CPI + 1%

2021 - 2022 Wage Rates Starting July 1, 2021

Effective 07/01/2021 the general wage rate shall be increased by: CPI + 1%

2022 - 2023 Wage Rates Starting July 1, 2022

Effective 07/01/2022, the general wage rate shall be increased by: CPI + 1%

APPENDIX B

Provisions for Employees of the Water Pollution Control Authority Pension Plan

This Appendix "B" list the provisions applicable to Eligible Employees of the Town who are employed by the Water Pollution Control Authority ("WPCA") and who are represented by a collective bargaining unit. In the event that the provisions of this Appendix "B" are inconsistent with the terms contained in the remainder of the Plan, the provisions contained in this Appendix "B" shall take precedence. For purposes of this Appendix "B", "Participant" means an Eligible Employee of the Town employed by the WPCA, and who is represented by a collective bargaining unit.

1. **Entry Date.**

The Entry Date is the first day of the Plan Year on which an Eligible Employee becomes an Active Participant which shall occur coinciding with or following the latter of:

- (a) the date he or she completes one Year of Service measured from the Eligible Employee's date of hire; or
- (b) the date he or she attains age twenty-one (21).

2. **Picked-up Contributions.**

The Participant's Picked-up Contributions shall be equal to two percent (2%) of the Participant's Earnings for the Plan Year.

3. **Normal Retirement.**

(a) Normal Retirement Date means the first day of the Plan Year closest to the later of (i) the date on which the Participant attains age sixty (60), or (ii) the fifteenth (15th) anniversary of the date on which the Participant commenced participation in the Plan.

(b) A Participant's annual Normal Retirement Benefit shall be equal to two percent (2.00%) of the Participant's Average Annual Earnings multiplied by the number of years of his or her Benefit Service, provided, that in no event shall a Participant's Normal Retirement Benefit be equal to more than seventy percent (70%) of the Participant's Average Annual Earnings.

(c) For purposes of Paragraph (b) above, Average Annual Earnings shall mean a Participant's Average Annual Earnings received during the three (3) consecutive Plan Year period preceding the date on which the Participant's employment terminates (or the Participant's period of employment, if shorter) during which the Participant receives the greatest amount of Earnings. In the event a Participant has not completed three (3) full, consecutive Plan Years prior to the date on which the Participant's employment terminates, for purposes of determining a Participant's Average Annual Earnings, the Participant's Earnings, the Participant's Earnings for any partial Plan Year shall be determined by dividing the Participant's Earnings for such partial Plan Year by the Participant's number of completed months of Service and by multiplying that number by twelve (12).

****Sidenote #1; 2010 (to Section 7.1 - Article VII Pension Plan) --.**

3. Normal Retirement (b) The multiplier used for calculations of the Participant's Average Annual Earnings rises from one and three quarters percent (1.75%) to two percent (2.00%) beginning July 1, 2011.

APPENDIX C

INSURANCE COVERAGE I

Will place within contract when received from Town Hall.

APPENDIX D

INSURANCE COVERAGE II

Will place within contract when received from Town Hall.

APPENDIX E

Job Descriptions

Will place within contract when accepted by WPCA Board, Management, and Union.

APPENDIX F

CPI Based Wage Stabilization Adjustment

CPI Wage Stabilization Adjustment

Effective July 1, 2018 and each subsequent July 1st during each year covered by the contract, the CPI will be used to compute the Wage Stabilization Adjustment. The adjustment will be CPI + 1%.

Effective July 1, 2018 and each subsequent July 1st during each year covered by the contract, the CPI will also be used to compute the Wage Stabilization Adjustment for on call pay and starting rates of pay. The adjustment will be CPI + 1%.

- The minimum adjustment will be capped at 0%
- The maximum adjustment will be capped at 3.5%

The July 1st adjustment is based on the previous year's Percent Change December – December CPI. [US Department of Labor, Bureau of Labor Statistics, Washington, DC, 20212, Consumer Price Index, All Urban Consumers – (CPI-U), U.S. City Average, All Items]

Should methods used to compute CPI-U change, the WPCA or the Union may request a re-opener.

Step Incentive Program
Between
East Windsor Water Pollution Control Authority
And
UE 222 CILU # 23

1. Each position includes twenty-steps.
2. Each Step is worth \$0.15.
3. An employee will be eligible for eight (8) Steps per twelve-month period, or two (2) Steps per Quarter.
4. The time-interval for implementing Steps will be as follows:
 - July thru September, with Steps taking place on July 1st, 2018.
 - October thru December, with Steps taking place on October 15th, 2018.
 - January thru March, with Steps taking place on January 7th, 2019.
 - April thru June, with Steps taking place on April 15th, 2019.
5. The program will be reviewed at the end of the first year by Management and WPCA Board.

